

**VOLUNTARY CLEANUP CONTRACT
14 – 5835 - RP**

**IN THE MATTER OF
JACOBS MANUFACTURING SITE, OCONEE COUNTY
and
SENECA REALTY, INC., AEGEAN PARTNER, LLC, DH HOLDINGS CORP, JACOBS
CHUCK MANUFACTURING COMPANY, LLC, AND NMTC, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Seneca Realty, Inc, Aegean Partner, LLC, DH Holdings Corporation, Jacobs Chuck Manufacturing Company, LLC, and NMTC, Inc. pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Jacobs Manufacturing Site ("Site"). The facility property is located at 1 Jacobs Road, Seneca, South Carolina ("Property"). The Property includes approximately 14.208 acres and is bounded generally by Jacobs Road to the west with undeveloped woodland beyond; by Harts Cove Apartments to the north facing Lake Hartwell; by undeveloped woodlands of the Pacolet Milliken Enterprises, Inc (a portion of the Milliken Defore Plant) to the east; and by Highway 76/123 to the south. The Property is identified by the County of Oconee as Tax Map Serial Number 227-00-01-003; and a legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "Respondents" shall mean Seneca Realty, Inc. ("SRI"), NMTC, Inc. ("NMTC"), Aegean Partner, LLC ("AP"), DH Holdings Corp.

("DHHC"), Jacobs Chuck Manufacturing Company, LLC ("JCMC"). SRI, MNTC, and DHHC are Delaware corporations. AP and JCMC are Delaware Limited Liability Companies. All have their principal places of business located at 1500 Mittel Boulevard, Wood Dale, Ill. 60191

- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- C. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (i) through (vi) of Paragraph (D) of CERCLA § 101, 42 U.S.C. §§ 9601, as amended, and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- D. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- E. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of

CERCLA, Section 101, 42 U.S.C. Section 9601(14).

- G. "Oversight Costs" means those costs, both direct and indirect, incurred by the department in implementing the voluntary cleanup program.
- H. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is/was subject to ownership, prospective ownership, or possessory or contractual interest of Seneca Realty, Inc.
- I. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- J. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- K. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- L. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Historical information for adjoining or nearby properties identified the Property was originally agricultural and wooded land.

- B. The owners and operators of the Property include Jacobs Chuck Manufacturing Company, LLC, Chicago Pneumatic Tool Company LLC, NMTC, Aegean Partner, LLC, DH Holdings Corp., Seneca Realty, and the current Property owner, William M Sanders, III.
- C. Chicago Pneumatic acquired Matco Tools Corporation in 1981, and Jacobs Manufacturing in 1984, and merged Matco into Jacobs. In 1987 Danaher Corporation acquired Chicago Pneumatic. Danaher sold Chicago Pneumatic in 1987, retaining Jacobs, as well as Chicago Pneumatic Tools, LLC. It later changed the name of Jacobs to Matco Tools Corporation. Danaher formed NMTC, Inc., in 1993 and NMTC acquired the Matco Tools assets, including the Jacobs Chuck operations. Matco Tools was later merged into NMTC. NMTC continued to operate the site until 2009. Aegean Partner, LLC, and DH Holdings Corp, also Danaher subsidiaries, were involved in the operation of the site. In 2012 Chicago Pneumatic Tools, LLC owned a portion of the site and Seneca Realty, Inc., another Danaher subsidiary owned the remainder. In 2012 Chicago Pneumatic Tools, LLC conveyed its interest in the site to Seneca and at the same time Seneca conveyed the entire site to William M. Sanders, III.
- D. The Property was first developed in 1959 as the Jacobs Chuck Manufacturing facility. The original manufacturing building was expanded to its current size of 136,000 square feet with associated driveways and parking lots. The remaining portion of the Property is either cleared or woodlands. The drill chuck manufacturing process included the following: tool shop, finishing room, dye tanks; trichloroethylene vapor degreaser and drum storage; heat treatment room; oil room and hot oil quench pit/oil pit; hazardous and non-hazardous drum cleaning and storage; wastewater treatment plant with lagoon; spray irrigation field; various underground/above ground storage tanks and an oil water

separator. The manufacturing building included a floor drain system, some of which has been rendered unusable by filling with concrete.

- E. According to Department records, the manufacturing process produced pollutants such as heavy metals and oils and caused pH issues that could present problems for wastewater disposal. Three forms of waste oils were generated during the manufacturing process: 1) concentrated petroleum oils; 2) machine coolants containing emulsified oils and cutting fluid oils; and 3) parts washer effluent containing emulsified oils and trace cutting fluid oils.
- F. Prior to March 1990, process and sanitary wastewater was treated in a package treatment plant and holding pond (Lagoon) before disposal in a spray field. The Spray Irrigation Field was 6.702 acres and the Lagoon was a square 40 feet by 40 feet with a depth of 6 feet. A drawing of the Spray Irrigation Field depicts an elongated area on the eastern side of the plant building and an almost square area running westward north of the Heat Treatment Room (currently a parking lot north of the building). The Spray Irrigation Field appears to have extended beyond the northern Property boundary.
- G. Waste oil was skimmed from the Lagoon and disposed off site. Spent trichloroethylene (TCE) generated from degreasing operations was also disposed off site. In March 1983, Lagoon bottom sludge samples were analyzed by the EP Toxicity Test Procedure. The samples did not exhibit the characteristic of EP Toxicity. In June 1983, the Department's Bureau of Solid and Hazardous Waste Management made the determination that the wastewater and sludge in the then existing unlined lagoon and spray field were non-hazardous.
- H. In 1992, modifications were made to the process to include the installation of an ultrafiltration system to remove emulsified oils for

reuse, and the relocation of underground oil storage tanks to above ground with spill containment structures. A Lagoon Closure Plan revised in September 1992 stated that samples would be analyzed for halogenated volatile organics (Test Method 8240); base neutral/acid extractable compounds (Test Method 8250) or polynuclear aromatic hydrocarbons (Test Method 8100) due to their presence in many petroleum products. The Department issued conditional approval for Wastewater Lagoon Closeout on October 27, 1992. Texidyne, Inc. provided a closure report in January 1993 that stated that 740 cubic yards of sediment and soil was removed for offsite disposal. A composite soil sample from ten locations from the bottom and sides of the excavation was analyzed for Toxicity Characteristic Leaching Procedure. The Appalachia I EQC District approved the final closure of the wastewater lagoon in January 1993.

- I. The initial Construction Permit #9071 (1983) for the Lagoon and Spray Irrigation Field included requirements for groundwater monitoring. Groundwater has been monitored for a limited set of parameters. Samples have been collected on the Property and from a hydraulically downgradient private well on the Heller property, which is southeast of the Property. That private well has been properly abandoned pursuant to VCC 13-6216-NRP.
- J. During a site visit in February 2014, the Department noted the following potential sources of hazardous substances: five ASTs (reportedly empty), drums reportedly holding soil cuttings and purge water from borings and monitoring well installation (investigation derived waste), and the floor drain system inside the building. A network of groundwater monitoring wells was noted on the Property. The facility ceased operations in 2009 and is currently used by its new owner as a storage facility, upon information and belief.

- K. According to the *Phase I Ground-Water Assessment Plan*, dated June 1994, prepared by Texidyne, Inc., the source of trichloroethylene (TCE) in groundwater had not been located. That document states that TCE was used in a small vapor degreaser from the 1960s to 1987 and used oil was collected in a 500 gallon UST prior to 1981. According to the assessment plan, "It is possible that used oils contained some TCE." The suspected source of TCE was north of the original manufacturing building (finishing room). The chemical storage/wastewater treatment building was constructed over this area in 1981. The concentration of TCE at that time was reported to range from 2 micrograms per liter (µg/L) to 140 µg/L. The highest concentration of TCE was reported to be 460 µg/L; and the highest concentration of 2-Butanone was reported at 1400 µg/L.
- L. In February 2002, S&ME, Inc. conducted two fluid vapor recovery events at monitoring well MW-10 on the Property. In the *Fluid and Vapor Recovery Report*, dated February 2002, S&ME explains that the two FVR events were conducted to induce volatilization of organic contaminants from groundwater and the surrounding soil matrix. The Report concludes that approximately 77 pounds of organic contaminant vapors were recovered over an eight hour period.
- M. According to the *Soil and Ground Water Assessment Report*, dated March 12, 2010, prepared by ERM NC, PC, no source of volatile organic compounds (VOCs) has been identified in soils. That investigation focused on the former Heat Treating Room on the north side of the manufacturing building and on the wastewater Lagoon and Spray Irrigation Fields east of the building. Prior to this investigation, ERM NC, PC conducted a soil gas survey in these two areas. TCE, tetrachloroethene (PCE), cis-1,2-dichloroethene (cis-DCE) and total petroleum hydrocarbons were reported in the

samples from the Heat Treating Room and none were reported in the Lagoon/Spray Field area. The conclusion of the soil gas survey was that a potential source is near the Heat Treating Room. During January 2010, eleven subsurface soil samples were collected from borings in the vicinity of the Heat Treatment Room. TCE was detected in the sample from the SB-5 location. The highest concentration of volatile organic compounds (VOCs) was detected in groundwater from MW-12 in the Heat Treatment Room area. No surface soil samples were collected.

- N. According to the *Soil and Ground Water Assessment Report Addendum #1*, dated October 2010, an additional investigation was conducted at six soil sampling locations in the vicinity of the former Heat Treating Room and the former Oil Room. Three subsurface soil samples were collected from each of the six locations. The conclusion was that a source was located approximately 16-22 feet below land surface. Groundwater samples were collected from MW-12 through MW-16. Again the highest concentration of VOCs was in MW-12 in the vicinity of the former Heat Treating Room.

RESPONSE ACTIONS

3. Respondents agree to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Respondents' contact person for matters relating to this Contract. Respondents will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Respondents in writing of any deficiencies in the Work Plan, and Respondents will respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards

and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct a Remedial Investigation (RI) to determine the source, nature, and extent of Contamination at the Site.
- B. Submit to the Department an RI Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved RI Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Respondents, and Respondents shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Respondents a letter indicating that revision of the report is necessary. Within thirty-(30)-days of receipt of such letter from the Department, Respondents shall submit a revised report addressing the Department's comments.
- C. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.

4. Respondents shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted for information purposes only to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Respondents.

5. Respondents shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondents pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Respondents shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) or nationally recognized overnight delivery service company, or (D) by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Jan Trent
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
trentjc@dhec.sc.gov

Respondents Seneca Realty, Inc.
Attn: Carl S. Grabinski
c/o Videojet Technologies
1500 Mittel Boulevard
Wood Dale, Ill. 60191

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Respondents will reimburse the Department's cost associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COST

9. Respondents shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of two thousand eight hundred fifty-three dollars and ninety-two cents (\$2,853.92) to reimburse estimated past response cost incurred by the Department through June 30, 2014 ("Past Costs") relating to the Site. Respondents' payment for Past Costs should be submitted to:

The Department: John K. Cresswell
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, Respondents shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Respondents Seneca Realty, Inc.
 Attn: Carl S. Grabinski
 c/o Videojet Technologies
 1500 Mittel Boulevard
 Wood Dale, Ill. 60191

All of Respondents' payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Respondents and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. SRI has obtained an easement agreement allowing access to the Property to perform remediation. If Respondents are unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Respondents.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Respondents has completed the response actions required under this Contract,

Respondents shall make arrangements with the current owner of record to enter and file a restrictive covenant placing necessary and appropriate restrictions on use of the Property. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of Respondents and, if the Property has been sold, the current owner of the Property and witnessed, signed, and sealed by a notary public. Respondents or the current owner of the Property shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Oconee County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the Restrictive Covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Respondents or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Respondents or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, SRI, NMTC, Aegean Partner, LLC, DH Holdings Corp., and Jacobs Chuck Manufacturing Company, LLC, its signatories, parents, subsidiaries, successors and assigns, shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and § 9613(f)((3)(B), S.C. Code Ann. § 44-56-200, for the Response Actions specifically covered in the Contract including the approved Work Plan(s) and reports. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the South Carolina State Register.

13. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.

14. Subject to Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Respondents for any matters not expressly included in this Contract.

16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, Respondents shall submit to the Department a written notice of completion.

Once the Department determines that Respondents has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give Respondents a Certificate of Completion that provides a covenant not to sue to Respondents, their signatories, parents, successors, and subsidiaries, for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Respondents successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Respondents their

signatories, parents, successors, assigns, and subsidiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. Respondents and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Respondents or subsequent owners of the Site elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Respondents their parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Respondents' or their parents', successors', assigns', and subsidiaries' business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or

G. Failure by Respondents to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of the Contract under Paragraph 18 or 19, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by Respondents or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to and enter into this Contract on behalf of their respective parties.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: _____ DATE: _____
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

Reviewed by Office of General Counsel

DATE: _____

SENECA REALTY, INC.

Carl S. Grabinski DATE: 1/20/15
Signature

CARL S. GRABINSKI, VP
Printed Name and Title

AEGEAN PARTNER, LLC

Carl S. Grabinski DATE: 1/20/15
Signature

CARL S. GRABINSKI, VP
Printed Name and Title

DH HOLDINGS CORP

Carl S. Grabinski
Signature

DATE: 1/20/15

CARL S. GRABINSKI, VP
Printed Name and Title

JACOBS CHUCK MANUFACTURING COMPANY, LLC

Carl S. Grabinski
Signature

*as authorized representative
of Seneca Realty, Inc., as successor in interest to
Jacobs Chuck Manufacturing
Company LLC*

DATE: 1/20/15

CARL S. GRABINSKI, VP
Printed Name and Title

NMTC, INC.

Carl S. Grabinski
Signature

DATE: 1/20/15

CARL S. GRABINSKI, VP
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Oconee

Tax Map Serial Number 227-00-01-003

ALL of that certain piece, parcel or tract of land situate, lying and being in the Township of Seneca, County of Oconee, State of South Carolina containing 14.208 acres, more or less, and being particularly shown on plat made by Nu-South Surveying, Inc. dated October 22, 2012 and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book/Slide B421 at page 3, and being described thereon as follows: BEGINNING at an iron pin (3/4" pipe) located on the northeastern side of the right of way for Southern Railroad, thence N 24-46-49 E 59.32 feet to iron pin (3/4" pipe), thence N 70-05-49 W 72.99 feet to corner, thence N 18-12-06 E 48.86 feet to X in concrete northeast of the centerline of Jacobs Road shown on said plat, thence S 69-46-31 E 56.37 feet to iron pin (1/2" rod), thence N 19-19-42 E 238.32 feet to iron pin (3/4" pipe), thence N 25-38-41 E 132.46 feet to iron pin (3/4" pipe), thence N 35-12-18 E 264.25 feet to iron pin corner (3/4" pipe), thence S 69-58-39 E 252.12 feet to iron pin (5/8" rebar), thence N 86-19-33 E 38.18 feet to iron pin (3/4" pipe), thence S 80-15-08 E 117.90 feet to iron pin (3/4" pipe), thence S 70-50-52 E 194.97 feet to iron pin corner (3/4" pipe), thence S 16-19-05 W 59.98 feet to iron pin corner (1/2" rebar), thence S 69-35-36 E 190.11 feet to iron pin corner (1/2" rebar), thence S 16-42-42 W 288.09 feet to iron pin, thence S 34-43-14 W 376.16 feet to iron pin (1/2" pipe) on the northeastern side of the right of way of Southern Railroad, thence in a northwesterly direction along the northern side of said railroad right of way, the following courses and distances, to-wit: N 82-26-15 W Lc=254.52 feet to iron pin (3/4" pipe), thence N 74-56-24 W Lc=210.99 feet to iron pin (3/4" pipe), thence N 68-32-26 W Lc=189.01 feet to iron pin (3/4" pipe), thence N 66-05-58 W Lc=131.88 feet to the beginning point. Said property is bounded on the southeast by Southern Railroad right of way, on the northwest by Harts Cove Way and property of Harts Cove Development, LLC and on the north and northeast by property of University Park Partnership and on the east and southeast by property of Derring Milliken, Inc.

This is the same property conveyed unto Seneca Realty, Inc. by the following deeds:

1) Jacobs Chuck Manufacturing Co. dated May 12, 2010 and recorded May 21, 2010 in the Office of the Register of Deeds for Oconee County, South Carolina in Book 1775 at page 106;

2) Chicago Pneumatic Tool Company, LLC dated October 19, 2012 and recorded October 30, 2012 in the office of the Register of Deeds for Oconee County, South Carolina in Book 1927 at page 87.

TMS#: 227-00-01-005 and 227-00-01-003